



Amendment No. # 6  
to  
Contract No. NA190000046  
for  
Movability Challenge Program  
between  
Movability Inc.  
and the  
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to increase available funding to enhance the Movability Challenge Program, in an amount not to exceed \$62,000.00 effective March 17, 2021.

2.0 Total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Initial Term: 12/19/2018 – 12/18/2019	\$160,000.00	\$150,000.00
Amendment No. 1: Option 1 12/19/2019 – 12/18/2020	\$150,000.00	\$300,000.00
Amendment No. 2: Name Change 01/14/2020	\$0.00	\$300,000.00
Amendment No. 3: Modify Exhibit A 01/14/2020	\$0.00	\$300,000.00
Amendment No. 4: Option 2 12/19/2020 – 12/18/2021	\$150,000.00	\$450,000.00
Amendment No.5: Amend Scope of Work 12/18/202	\$0.00	\$450,000.00
Amendment No. 6: Contract Increase 01/14/2020	\$62,000.00	\$512,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the

Revised 8/4/2014

Federal Government, as indicated by the General Services Administration (GSA)  
List of Parties Excluded from Federal Procurement and Non-Procurement  
Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and  
made a part of the above referenced contract.

Signature & Date:

Lisa Kay Pannenstiel 3/25/2021

Printed Name: Lisa Kay Pannenstiel  
Authorized Representative

Movability, Inc.  
501 Congress Avenue, Suite 150  
Austin, TX 78701

Signature & Date:

Cyrenthia Ellis

Digitally signed by Cyrenthia Ellis  
DN: cn=Cyrenthia Ellis, o=City of Austin,  
ou=Procurement Office,  
email=Cyrenthia.Ellis@cityofaustin.gov, c=US  
Date: 2021.03.25 16:51:00 -0500

3.25.2021

Cyrenthia Ellis, Procurement Manager  
City of Austin Purchasing Office



Amendment No. 5  
to  
Contract No. NA190000046  
for  
Movability Challenge Program  
between  
Movability Inc.  
and the  
City of Austin

1.0 City hereby amends the Scope of Work to add Exhibit A-1, Mobility Challenge Program Year 3; Tasks, Deliverables, and Timeline.

2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/19/2018 – 12/18/2019	\$150,000.00	\$150,000.00
Amendment No. 1: Option 1 - Extension 12/19/2019 - 12/18/2020	\$150,000.00	\$300,000.00
Amendment No. 2: Name Change 01/14/2020	\$0.00	\$300,000.00
Amendment No. 3: Modify Exhibit A 07/29/2020	\$0.00	\$300,000.00
Amendment No. 4: Option 2 - Extension 12/19/2020 - 12/18/2021	\$150,000.00	\$450,000.00
Amendment No. 5: Amend Scope of Work 12/18/2020	\$0.00	\$450,000.00

3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

*Lisa Kay Farnenstiel* 12/21/2020

Signature & Date

Printed Name:

*Lisa Kay Farnenstiel*  
Authorized Representative

Movability, Inc

515 Congress Avenue, Suite 150

Austin, TX 78701

lisakay@movabilitytx.org

Signature & Date:

**Cyrenthia**

Signature & Date

**Ellis**

Cyrenthia Ellis, Procurement Manager  
City of Austin Purchasing Office

Digitally signed by Cyrenthia Ellis  
DN: cn=Cyrenthia Ellis, o=City of  
Austin, ou=Purchasing Office,  
email=Cyrenthia.Ellis@austintexas.g  
ov, c=US  
Date: 2020.12.22 08:55:30 -0600

Exhibits:

Exhibit A-1, Mobility Challenge Program Year 3; Tasks, Deliverables, and Timeline



# EXHIBIT A-2

## Project Title: Mobility Challenge Program Year 3; Tasks, Deliverables, and Timeline

### **Purpose and Background:**

In 2015, the Austin City Council voted to approve funding for Movability to administer the Mayor's Mobility Challenge (MC). Under the terms of the partnership, the City of Austin would pay Movability \$5,000 for each company it worked with (up to 20 companies) to develop a strategic mobility plan. The funding was approved for the three years 2016, 2017, and 2018. In 2019, Movability proposed modifying the Mayor's Mobility Challenge. The intent was to further the efforts of companies that had already developed mobility plans and to gather more complete data on the companies served.

### **Scope of Work:**

A scope of work was approved December 18, 2018 under contract MA 2400 NA190000046 for CY 2019 with an option for two annual renewals for CY2020 (year2) and CY2021 (year 3).

Due to the COVID-19 pandemic and the local response, many employers have had to switch abruptly to having their employees work from home. To better address that need in the region and to provide resources to all businesses during and post-COVID, the Scope of Work for the Mobility Challenge was amended mid year 2 to allow Movability to expand reach and shift focus. As the pandemic continues into 2021, this year 3 Scope of Work attempts to address the changes while being flexible to adapt to an ever-changing and unknown outlook.

### **Quarter 1 (January 1 to March 31, 2021)**

**Invoice amount: \$37,500**

Work on the Mobility Challenge in this quarter include the following tasks and deliverables:

**Q1 Mobility Challenge 1.0 & 2.0** – recruitment of participants and development of mobility plans for employers and developers/property managers

- **Deliverables**

- Progress report on recruitment and participation
- Templates for baseline and benchmark surveys – both Employee Transportation Coordinator and employee surveys
- Template of Employer Commute Trips Reduction plan with template of departmental scorecard, as collaborated on with City of Austin TDM staff

**Q1 Small Business Assistance Program (GoGrant)** – mobility grant program for small businesses

- **Deliverables**

- Summary of companies selected for GoGrant funds, including summary of participant names, projects, data collect methods, and payments made with totals
- Timeline and marketing plan for Cycle 2 of GoGrant



### **Q1 Mobility Games** - gamification program

- Report on outcomes and success of the Mobility Games from end of Year 2

### **Q1 Mayor's Mobility Challenge Event**

- **Deliverables**
  - Agenda, photos, and article in *Let's Go News* from Mayor's Mobility event.

### **Q1 Employer Education & Outreach** – online TDM toolkit, events, and webinars

- **Deliverables**
  - Summary of online TDM toolkit maintenance and promotion
  - Webinar(s) promoting the Mobility Challenge, programs, and events

### **Q1 Contingency Planning** – projects that may launch if the Covid-19 pandemic alters original plans

- **Deliverables**
  - Prioritized summary of possible event and activity ideas, including estimated timelines and budgets

### **Q1 Contract Administration**

- **Deliverables**
  - Activity report on Q1 work completed and plans for Q2

## **Quarter 2 (April 1 to June 30, 2021)**

**Invoice amount: \$37,500**

Work on the Mobility Challenge in this quarter include the following tasks and deliverables:

### **Q2 Mobility Challenge 1.0 & 2.0** – recruitment of participants and development of mobility plans for employers and developers/property managers

- **Deliverables**
  - Signed pledge forms for up to five 1.0 participants (recruitment will end by May 31, 2021)
  - Signed pledge forms for up to ten 2.0 participants (recruitment will end by May 31, 2021)
  - Progress report on recruitment and participation
  - Provide draft Employer Commute Trip Reduction Plan and departmental scorecard, as collaborated on with City of Austin TDM staff

### **Q2 Small Business Assistance Program (GoGrant)** – mobility grant program for small businesses

- **Deliverables**
  - Progress report on businesses selected for GoGrant funds
  - Progress report on funding Cycle 2

### **Q2 Employer Education & Outreach** – online TDM toolkit, events, and webinars

- **Deliverables**
  - Marketing and outreach plan(s) for planned events and/or incentivizing games
  - Summary of events hosted this quarter with supporting materials like agendas, articles, media kits
  - Summary of online TDM toolkit maintenance and promotion
  - Webinar(s) promoting the Mobility Challenge, programs, or events



## **Q2 Contingency Planning** – projects that may launch if the Covid-19 pandemic alters original plans

- **Deliverables**
  - Approved timeline, budget, and deliverables of any activities that will launch due to pandemic-related alterations

## **Q2 Contract Administration**

- **Deliverables**
  - Activity report on Q2 work completed and plans for Q3

## **Quarter 3 (July 1 to September 30, 2021)**

**Invoice amount: \$37,500**

Work on the Mobility Challenge in this quarter include the following tasks and deliverables:

### **Q3 Mobility Challenge 1.0 & 2.0** – development of mobility plans for employers and developers/property managers

- **Deliverables**
  - Summary of progress toward 2021 Mobility Challenge 2.0 recruitment and providing professional services

### **Q3 Small Business Assistance Program (GoGrant)** – mobility grant program for small businesses

- **Deliverables**
  - Progress report on companies selected for GoGrant funds
  - Plans for distributing any unencumbered pay-out funds

### **Q3 Best Workplaces for Commuters** – assist Movability members with signing up for BWC membership

- **Deliverables**
  - Progress report on Movability members that sign up for the 2022 BWC designation.

### **Q3 Employer Education & Outreach** – online TDM toolkit, events, and webinars

- **Deliverables**
  - Marketing and outreach plan(s) for planned events and/or incentivizing games
  - Summary of events hosted this quarter with supporting materials like agendas, articles, media kits
  - Summary of online TDM toolkit maintenance and promotion
  - Webinar(s) promoting the Mobility Challenge, programs, or events

## **Q3 Contract Administration**

- **Deliverables**
  - Activity report on Q3 work completed and plans for Q4

## **Quarter 4 (October 1 to December 31, 2021)**

**Invoice amount: \$37,500**

Work on the Mobility Challenge in this quarter include the following tasks and deliverables:

### **Q4 Mobility Challenge 1.0 & 2.0** – development of mobility plans for employers and developers/property managers

- **Deliverables**
  - Final mobility plans for all 1.0 and 2.0 participants



- Results from baseline and benchmark surveys

#### **Q4 Small Business Assistance Program (GoGrant) – mobility grant program for small businesses**

- **Deliverables**
  - Final progress report for GoGrant

#### **Q4 Best Workplaces for Commuters – assist Movability members with signing up for BWC membership**

- **Deliverables**
  - Summary of movability members that sign up for the 2022 designation

#### **Q4 Employer Education & Outreach – online TDM toolkit, events, and webinars**

- **Deliverables**
  - Summary of events hosted this quarter with supporting materials like agendas, articles, media kits
  - Summary of online TDM toolkit maintenance and promotion
  - Webinar(s) promoting the Mobility Challenge, programs, or events

#### **Q4 Contract Administration**

- **Deliverables**
  - Activity report on Q4 work completed
  - Final report on all work completed

### **Budget (Year 3)**

The maximum payment to Movability for this program, per fiscal year is \$150,000. Movability will submit invoices on a quarterly basis to the City of Austin.

<u>Task</u>	<u>Budget</u>
Mobility Challenge 1.0 & 2.0	\$65,000
Mayor's Mobility Challenge Event	\$15,000
Small Business Assistance Program (GoGrant)	\$49,000
Employer Education & Outreach (to include marketing and incentives)	\$18,000
Best Workplaces for Commuters assistance	\$3,000
<b>Total</b>	<b>\$150,000</b>





Amendment No. 4  
to  
Contract No. NA190000046  
for  
Movability Challenge Program  
between  
Movability Inc.  
and the  
City of Austin

- 1.0 City hereby exercises this unilateral extension option for the subject contract. Effective December 19, 2020 through December 18, 2021. Zero option remains.
- 2.0 The total contract amount is increased by \$150,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/19/2018 – 12/18/2019	\$150,000.00	\$150,000.00
Amendment No. 1: Option 1 - Extension 12/19/2019 - 12/18/2020	\$150,000.00	\$300,000.00
Amendment No. 2: Name Change 01/14/2020	\$0.00	\$300,000.00
Amendment No. 3: Modify Exhibit A 07/29/2020	\$0.00	\$300,000.00
Amendment No. 4: Option 2 - Extension 12/19/2020 - 12/18/2021	\$150,000.00	\$450,000.00

- 3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Printed Name:

Authorized Representative

Sign/Date: **Cindy Reyes** Digitally signed by Cindy Reyes  
Date: 2020.12.07 10:43:16  
-06'00'

Cindy Reyes  
Contract Management Specialist III  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 3  
to  
Contract No. NA190000046  
for  
Movability Challenge Program  
between  
Downtown Austin Transportation Management Association  
and the  
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to modify Exhibit A Downtown Austin Transportation management Association Proposal and Pricing Agreement.
- 2.0 MBE/WBE goals were not established for this contract.
- 3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

*Lisa Kay Parnensted*  
Signature & Date *July 28, 2020*

Printed Name: Lisa Kay Parnensted  
Authorized Representative

Movability, Inc.  
515 Congress Avenue, Suite 2150  
Austin, TX 78701

Signature & Date:

Signature & Date **Al Drayton** Digitally signed by Al Drayton  
Date: 2020.07.29 14:59:12 -05'00'  
Al Drayton, Procurement Specialist III  
City of Austin Purchasing Office

Revised 8/4/2014



Best Workplaces for Commuters assistance	\$3,000
Update the online toolkit	\$3,000
<b>Total</b>	<b>\$150,000</b>

This scope of work, originally approved in FY2019 (10/1/18 – 9/30/19) with an option for two annual renewals for FY2020 (year2) and FY2021 (year 3), will be valid from the date of approval to the end of FY2020 (year 2) If the remaining one-year contract extension is utilized for FY2021 (year 3), the scope of work can be reviewed and revised with minor updates and changes. The maximum payment to Movability for this program, per fiscal year is \$150,000. Movability will submit invoices on a quarterly basis to the City of Austin.



**Funded Tasks and Materials**

- Recruitment of new companies (staff time and material)
- Survey implementation and analysis
- Incentives for survey participation
- Development of plans for up to five new companies
- Development of Mobility Challenge – Small Business Assistance Program (year 2 only)
- Development of marketing and outreach plan for Mobility Challenge – Small Business Assistance Program (year 2 only)
- Progress review of returning participants' plans and recommendations to move forward
- Professional services delivery
- Best Workplaces for Commuters fees and assistance
- February Mayors Mobility event
- Updated tool kit

**Budget (Year 2)**

*Note: The budget is able to shift resources to the new Mobility Challenge -Small Business Assistance Program due to the decrease in number of MC 2.0 participants and removing survey requirement.*

	Proposed Cost	Actual Value
Development of strategic mobility plans for up to five employers.	\$30,000.00	\$60,000.00
Planning and coordinating annual Mayor's breakfast	\$15,000.00	\$15,000.00
GIS mapping services	\$15,000.00	\$15,000.00
Surveying past participants and analyzing data	\$6,500.00	\$28,815.00
Q3 and Q4 professional services	\$37,500.00	\$135,600.00
Best Workplaces for Commuters assistance	\$3,000.00	\$6,780.00
Update the online toolkit	\$3,000.00	\$24,000.00
Development and marketing of new Mobility Challenge – Small Business Assistance Program	\$40,000	
	\$150,000.00	\$285,195.00

**Budget (Year 3)**

<u>Task</u>	<u>Budget</u>
Development of strategic mobility plans for up to 5 MC 1.0 participants	\$30,000
Planning and coordinating annual Mayor's Breakfast	\$15,000
GIS mapping services	\$15,000
Administration of Mobility Challenge - Small Business Assistance Program	\$49,000
Professional services for MC 2.0 participants	\$35,000





## Billing

1<sup>st</sup> Quarter – Successful recruitment of up to five companies in MC 1.0; host Mayor's Mobility Event (\$37,500)

2<sup>nd</sup> Quarter – Development of plans for recruited companies in MC 1.0; work with already-recruited MC 1.0 participants (\$37,500)

3<sup>rd</sup> Quarter – Returning participants surveyed; professional services partially delivered; Mobility Challenge – Small Business Assistance Program description and marketing plan delivered (in year 2 only); partial delivery of Mobility Challenge – Small Business Assistance Program participants (year 3 only) (\$37,500)

4<sup>th</sup> Quarter – Professional service delivery completed for all 10 and 2.0 MC participants (year 2 only); promotion of Mobility Challenge – Small Business Assistance program (year 2 only); professional services delivery completed for all 2.0 MC; professional delivery services completed for all Mobility Challenge – Small Business Assistance Program (year 3 only) (\$37,500)

## Timeline

3<sup>rd</sup> quarter, 2018:

- Contact members and past Mobility Challenge participants with information about the BWC program.

September 1 – November 15, 2018:

- Application period for Best Workplaces for Commuters program.

October 1 2018:

- Mayor's Mobility event; begin recruitment for Mobility Challenge 2019.

February, 2019:

- Host BWC award/Mayor's Mobility Event.

March 31, 2019:

- Deadline for recruitment of new companies.

April – June, 2019:

- Survey newly recruited Mobility Challenge companies and develop strategic mobility plans.
- Identify past participants who are willing to be surveyed.
- Identify returning participants who are in need of professional services.

May 31, 2019:

- Deadline for recruitment of past participants.

July – September, 2019:

- Survey returning participants to determine AVO and mode split.
- Meet with returning participants to develop scopes of professional services.
- Begin executing scopes of service for returning participants.

September 1 – November 15, 2019:

- Application period for Best Workplaces for Commuters program

October – December, 2019:

- Complete executing scopes of professional services for returning participants.

2<sup>nd</sup> quarter, 2020:

- Resurvey companies to calculate changes in AVO and mode split.





- Dedicate quarters 3 and 4 to provide each returning participant with professional services to further implement their strategic mobility plan, paid for with Mobility Challenge funding.
- In addition to offering professional services, incentivize participation by providing assistance with application for Best Workplaces for Commuters (BWC) designation and paying BWC application fee for up to 20 companies.
- Assist Movability members with Best Workplaces for Commuters program applications.
- Move annual Mayor's event from October to February (beginning in February 2019) to coincide with the national announcement of businesses recognized as "Best Workplaces for Commuters." (the last October luncheon will be in 2018)
- Update the online transportation demand management (TDM) tool kit on an annual basis.
- Coordinate with the Big Jump project and utilize resources provided by the project to encourage bicycle commuting.

### **Deliverables**

- Pledge forms from up to five newly recruited Mobility Challenge participants.
- Approved data collection method for each 1. and 2.0 for new participants.
- Strategic mobility plans for newly recruited Mobility Challenge 1.0 participants.
- Mode split data for per each newly recruited Mobility Challenge 1.0 participants.
- Pledge forms for returning participants.
- Synopsis of services provided for returning participants.
- Mobility Challenge – Small Business Assistance Program description and plan document (Q3 of year 2)
- Outreach and marketing plan for new Mobility Challenge – Small Business Assistance Program (Q3 of year 2)
- Pledge forms for participants in new Mobility Challenge – Small Business Assistance program (Q1 of year 3)
- Annual updates of the online transportation demand management tool kit.
- Host Mayor's event, agenda, photos, and article in Let's Go News.
- Final progress report from Mobility Challenge – Small Business Assistance Program participants





## **Project Title: Mobility Challenge Program Proposed Scope of Work AMENDMENT**

### **Purpose and Background:**

In 2015, the Austin City Council voted to approve funding for Movability to administer the Mayor's Mobility Challenge (MC). Under the terms of the partnership, the City of Austin would pay Movability \$5000 for each company it worked with (up to 20 companies) to develop a strategic mobility plan. The funding was approved for the three years 2016, 2017, and 2018. In 2019, Movability proposed modifying the Mayor's Mobility Challenge. The intent is was to further the efforts of companies that had already developed mobility plans and to gather more complete data on the companies served.

Due to the COVID-19 pandemic and the local response, many employers have had to switch abruptly to having their employees work from home. To better address that need in the region and to provide resources to all businesses during and post-COVID, the Scope of Work for the Mobility Challenge is being amended to allow Movability to expand reach and shift focus.

### **Scope of Work:**

- Develop a Mobility Challenge – Small Business Assistance Program. This service will focus on supporting transportation demand options to small- to medium-sized companies that have experienced financial difficulties due to COVID-19
  - Develop details of the program in collaboration with ATD starting in the 3<sup>rd</sup> quarter of year 2.
  - Market the program beginning in the 4<sup>th</sup> quarter of year 2
  - Recruit a minimum of 5 participants for year 3.
- Recruit up to five new participants to the Mobility Challenge (via signed pledge forms) and to membership in Movability. Recruitment period will be from January 1<sup>st</sup> through March 31<sup>st</sup>. (years 1, 2, and 3)
- Gather data from newly recruited companies that can be used to evaluate mode split and TDM strategies.
- Provide GIS mapping services to analyze alternative commute opportunities for newly recruited companies.
- Recruit a minimum of 1 and maximum of 20 past Mobility Challenge participants to engage in this modified Challenge (Mobility Challenge 2.0) (via signed pledge form.) Professional service hours to each participating company will be determined by the number of companies participating. Participating companies will be required to join Movability as a member (if they are not already a member) and by agreeing to survey their employees annually for at least two years. Survey data will be used to calculate AVO and mode split. (years 1 and 2)
  - In year 3, reduce recruitment for Mobility Challenge 2.0 participants to between 1 and 10.
- Interview primary point of contact for all participants to identify company motivations for the mobility program (e.g. health/wellness programs, employee retention, managers' and HR's satisfaction with existing program, etc.)
- Gather data from 2.0 participants to evaluate mode split and TDM strategies before and after providing services.
- Incentivize participation in the data collection by offering prizes for participation and/or game-ifying participation, e.g. creating a competition between businesses for best participation or holding a random drawing to award prizes to participants.
- For each returning participant recruited, determine the degree to which they have implemented their strategic mobility plan.



**Amendment No. 2  
of  
Contract No. NA190000046  
fo  
Movability Challenge Program  
between  
Downtown Austin Transportation Management Association  
and  
The City of Austin**

1.0 The Contract is hereby amended as follows: Change name to Movability Inc. as requested and documented by the vendor:

	From	To
<b>Vendor Name</b>	Downtown Austin Transportation Management Association	<b>Movability Inc.</b>
<b>Vendor Code</b> (for City use only)	V00000902519	<b>V00000902519</b>
<b>Vendor Federal Tax ID (FEIN)</b>	<div style="background-color: black; width: 100px; height: 1.2em;"></div>	<div style="background-color: black; width: 100px; height: 1.2em;"></div>

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

**BY THE SIGNATURE** affixed below, this Amendment No. 2 is hereby incorporated into and made a part of the Contract.

Linell Goodin-Brown  
Contract Management Supervisor II  
City of Austin, Purchasing Office

1-14-2020

Date





Amendment No. 1  
to  
Contract No. NA190000046  
for  
Movability Challenge Program  
between  
Downtown Austin Transportation Management Association  
and the  
City of Austin

- 1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. Effective December 19, 2019 to December 18, 2020. One (1) option remains.
- 2.0 The total contract amount is increased by \$150,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/19/2018 – 12/18/2019	\$150,000.00	\$150,000.00
Amendment No. 1: Option 1-Extension 12/19/2019 – 12/18/2020	\$150,000.00	\$300,000.00

- 3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  9/18/19

Brenita Selement  
Procurement Specialist II  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



# City of Austin

## Purchasing Office

P.O. Box 1088, Austin, TX 78767

December 19, 2018

Downtown Austin Transportation Management Association

Lisa Kay Pfannenstiel

Executive Director

515 Congress Avenue, Suite 2150

Austin, TX 78701

[lisakay@movabilityaustin.org](mailto:lisakay@movabilityaustin.org)

Dear Lisa Kay:

The Austin City Council approved the execution of a contract with your company for Management Services for the Mobility Challenge Program in accordance with the referenced solicitation.

Responsible Department:	Austin Transportation
Department Contact Person:	Tien-Tien Chan
Department Contact Email Address:	Tien-tien.chan@austintexas.gov
Department Contact Telephone:	512-974-7939
Project Name:	Management Services for the Mobility Challenge Program
Contractor Name:	Downtown Austin Transportation Management Association
Contract Number:	MA 2400 NA190000046
Contract Period:	12/19/18 – 12/18/19
Dollar Amount	\$150,000.00
Extension Options:	Two, 12-month
Requisition Number:	RQM 18100400024
Solicitation Type & Number:	Certificate of Exemption
Agenda Item Number:	036
Council Approval Date:	12/13/18

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Lynnette Hicks  
Procurement Specialist IV  
City of Austin  
Purchasing Office

cc: Tien-Tien Chan

12/19/18

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
Downtown Austin Transportation Management Association D/B/A Movability  
For  
Management Services for the Mobility Challenge Program  
MA 2400 NA190000046**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Downtown Austin Transportation Management Association D/B/A Movability ("Contractor"), having offices at 515 Congress Avenue, Suite 2150, Austin, TX 78701.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

**1.1 Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

**1.2 Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

**1.3 Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

**1.4 Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Lisa Kay Pfannenstiel, Phone: 512-381-1149, Email Address: [lisakay@movabilityaustin.org](mailto:lisakay@movabilityaustin.org). The City's Contract Manager for the engagement shall be Tien-Tien Chan, Phone: (512) 974-7939, Email Address: [tien-tien.chan@austintexas.gov](mailto:tien-tien.chan@austintexas.gov). The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

**2.1 Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

**2.2 Tasks.** In order to accomplish the work described herein, the Contractor shall perform each of the tasks as listed in Exhibit A, Contractor's Proposal, Scope of Work.

**SECTION 3. COMPENSATION**

**3.1 Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$150,000 for all fees and expenses for the initial 12-month term and \$150,000 for all fees and expenses for each approved 12-month extension option for a total not-to-exceed amount of \$450,000 for all fees and expenses.

**3.2 Invoices.**

**3.2.1** Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the



Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Transportation
Attn:	Tien-Tien Chan
Address	901 S. MoPac Expressway, Building 5, Suite 300
City, State, Zip Code	Austin, TX 78746

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

### 3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Retainage.** The City reserves the right to withhold a (ten) 10 percent retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be



made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

**3.5 Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

**3.6 Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

**3.6.1 Administrative.** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

**3.6.2 Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

### **3.7 Final Payment and Close-Out.**

**3.7.1** The making and acceptance of final payment will constitute:

**3.7.1.1** a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

**3.7.1.2** a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

## **SECTION 4. TERM AND TERMINATION**

**4.1 Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to two (2) additional 12-month periods at the City's sole option.

**4.1.1** If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

**4.1.2** Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

**4.2 Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In

the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**4.3 Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

**4.4 Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

**4.5 Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

**4.6 Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 5. OTHER DELIVERABLES**

**5.1 Insurance:** The following Insurance requirements apply.

### **5.1.1 General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.



5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days' Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

## 5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

**5.3 Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**5.4 Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

**5.5 Delays.**

**5.4.1** The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

**5.5.2** Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**5.6 Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

**5.6.1 Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

**5.6.2 Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.



5.6.3 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.7 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.8 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 6. WARRANTIES**

### **6.1 Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

## SECTION 7. MISCELLANEOUS

**7.1 Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

### **7.2 Workforce.**

**7.2.1** The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

**7.2.2** The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

**7.2.2.1** use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

**7.2.2.2** use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

**7.2.3** If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

**7.3 Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**7.4 Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

**7.4.1** disposal of major assets;

**7.4.2** any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

**7.4.3** any significant termination or addition of provider contracts;

**7.4.4** the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

**7.4.5** strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;



- 7.4.6 reorganization, reduction and/or relocation in key personnel;
- 7.4.7 known or anticipated sale, merger, or acquisition;
- 7.4.8 known, planned or anticipated stock sales;
- 7.4.9 any litigation against the Contractor; or
- 7.4.10 significant change in market share or product focus.

## 7.5 **Audits and Records.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

### 7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

## 7.7 **Indemnity.**

### 7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.



7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Lynnette Hicks, Procurement Specialist  
IV

P O Box 1088

Austin, TX 78767

To the Contractor:

Downtown Austin Transportation Management Association  
D/B/A Movability

ATTN: Lisa Kay Pfannenstiel, Contract Manager

515 Congress Avenue, Suite 2150

Austin, TX 78701

7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to

deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.



7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**7.21 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**7.22 Subcontractors.**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;



7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.26 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.27 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.28 **Incorporation of Documents.** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:  
[https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_definitions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf)

7.29 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.29.1 any exceptions to the Offer accepted in writing by the City;

7.29.2 the Supplemental Purchase Terms and Conditions;

7.29.3 the Standard Purchase Terms and Conditions;

7.29.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

Downtown Austin Transportation Management  
Association D/B/A Movability

By:   
Signature

Name: Lisa Kay Fannestiel  
Printed Name

Title: Executive Director

Date: 12/18/18

CITY OF AUSTIN

By:   
Signature

Name: Lynnette Hicks  
Printed Name

Title: Procurement Specialist IV

Date: 12/19/18

## List of Exhibits

Exhibit A	Downtown Austin Transportation Management Association Proposal and Pricing Agreement
Exhibit B	Non Discrimination Certification, Section 0800
Exhibit C	Non-Suspension or Debarment Certification





## **Project Title: Mobility Challenge Program Proposed Scope of Work**

### **Purpose and Background:**

In 2015, the Austin City Council voted to approve funding for Movability to administer the Mayor's Mobility Challenge. Under the terms of the partnership, the City of Austin would pay Movability \$5000 for each company it worked with (up to 20 companies) to develop a strategic mobility plan. The funding was approved for the three years 2016, 2017, and 2018. In 2019, Movability is proposing to modify the Mayor's Mobility Challenge. Our intent is to further the efforts of companies that have already developed mobility plans and to gather more complete data on all of the companies served.

### **Scope of Work:**

- Recruit up to five new participants to the Mobility Challenge (via signed pledge forms) and to membership in Movability. Recruitment period will be from January 1<sup>st</sup> through March 31<sup>st</sup>.
- Gather survey data from newly recruited companies that can be used to calculate average vehicle occupancy (AVO) and mode split.
- Provide GIS mapping services to analyze alternative commute opportunities for newly recruited companies.
- Recruit a minimum of 1 and maximum of 20 past Mobility Challenge participants to engage in this modified Challenge (via signed pledge form.) Professional service hours to each participating company will be determined by the number of companies participating. Participating companies will be required to join Movability as a member (if they are not already a member) and by agreeing to survey their employees annually for at least two years. Survey data will be used to calculate AVO and mode split.
- Interview primary point of contact for all participants to identify company motivations for the mobility program (e.g. health/wellness programs, employee retention, managers' and HR's satisfaction with existing program, etc.)
- Create and deploy surveys.
- Incentivize participation in the survey by offering prizes for participation and/or game-ifying participation, e.g. creating a competition between businesses for best participation or holding a random drawing to award prizes to participants.
- For each returning participant recruited, determine the degree to which they have implemented their strategic mobility plan.
- Dedicate quarters 3 and 4 to provide each returning participant with professional services to further implement their strategic mobility plan, paid for with Mobility Challenge funding.
- In addition to offering professional services, incentivize participation by providing assistance with application for Best Workplaces for Commuters (BWC) designation and paying BWC application fee.
- Assist Movability members with Best Workplaces for Commuters program applications.
- Move annual Mayor's event from October to February (beginning in February 2019) to coincide with the national announcement of businesses recognized as "Best Workplaces for Commuters." (the last October luncheon will be in 2018)
- Update the online transportation demand management (TDM) tool kit on an annual basis.
- Coordinate with the Big Jump project and utilize resources provided by the project to encourage bicycle commuting.



### **Deliverables**

- Pledge forms from up to five newly recruited Mobility Challenge participants.
- Survey instrument and survey results for new participants.
- Strategic mobility plans for newly recruited Mobility Challenge participants.
- AVO and mode split per each newly recruited Mobility Challenge participants.
- Pledge forms for returning participants.
- Survey instrument and survey results for returning participants, including those in their second year of survey commitment.
- Synopsis of services provided for returning participants.
- AVO and mode split for each returning participant, including those in their second year of survey commitment.
- Annual updates of the online transportation demand management tool kit.
- Hosted Mayor's event, agenda, photos, and article in Let's Go News.

### **Billing**

- 1<sup>st</sup> Quarter – Successful recruitment of five companies; host Mayor's Mobility Event (\$37,500)
- 2<sup>nd</sup> Quarter – Development of plans for recruited companies (\$37,500)
- 3<sup>rd</sup> Quarter – Returning participants surveyed; professional services partially delivered (\$37,500)
- 4<sup>th</sup> Quarter – Professional service delivery completed (\$37,500)

### **Timeline**

3<sup>rd</sup> quarter, 2018:

- Contact members and past Mobility Challenge participants with information about the BWC program.

September 1 – November 15, 2018:

- Application period for Best Workplaces for Commuters program.

October 1 2018:

- Mayor's Mobility event; begin recruitment for Mobility Challenge 2019.

February, 2019:

- Host BWC award/Mayor's Mobility Event.

March 31, 2019:

- Deadline for recruitment of new companies.

April – June, 2019:

- Survey newly recruited Mobility Challenge companies and develop strategic mobility plans.
- Identify past participants who are willing to be surveyed.
- Identify returning participants who are in need of professional services.

May 31, 2019:

- Deadline for recruitment of past participants.

July – September, 2019:

- Survey returning participants to determine AVO and mode split.
- Meet with returning participants to develop scopes of professional services.
- Begin executing scopes of service for returning participants.

September 1 – November 15, 2019:

- Application period for Best Workplaces for Commuters program.



October – December, 2019:

- Complete executing scopes of professional services for returning participants.

2<sup>nd</sup> quarter, 2020:

- Resurvey companies to calculate changes in AVO and mode split.

#### Funded Tasks and Materials

- Recruitment of new companies (staff time and material)
- Survey implementation and analysis
- Incentives for survey participation
- Development of plans for five new companies
- Progress review of returning participants' plans and recommendations to move forward
- Professional services delivery
- Best Workplaces for Commuters fees and assistance
- February 2019 Mayors Mobility event
- Updated tool kit

#### Budget

	Proposed Cost	Actual Value
Development of strategic mobility plans for up to five employers.	\$30,000.00	\$60,000.00
Planning and coordinating annual Mayor's breakfast	\$15,000.00	\$15,000.00
GIS mapping services	\$15,000.00	\$15,000.00
Surveying past participants and analyzing data	\$13,000.00	\$28,815.00
Q3 and Q4 professional services	\$65,000.00	\$135,600.00
Best Workplaces for Commuters assistance	\$3,000.00	\$6,780.00
Update the online toolkit	\$9,000.00	\$24,000.00
	\$150,000.00	\$285,195.00

This scope of work will be valid for FY2019 (10/1/18 – 9/30/19) with an option for two annual renewals for FY2020 and FY2021. The maximum payment to Movability for this program, per fiscal year is \$150,000. Movability will submit invoices on a quarterly basis to the City of Austin



**EXHIBIT B**  
**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 18 day of December, 2018

CONTRACTOR  
Authorized  
Signature

Title

M. Brabley  
Executive Director

Exhibit C

City of Austin, Texas  
Section 0805  
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Movability

Signature of Officer or  
Authorized  
Representative:

Lisa Kay Pfannenstiel

Date:

12/18/14

Printed Name:

Lisa Kay Pfannenstiel

Title

Executive Director





## City of Austin Purchasing Office

### Certificate of Exemption for Professional Services, Public Health and Safety or Other Exempt Purchase (Non-Competitive)

DATE: 9/26/18

DEPT: Transportation Department

TO: Purchasing Officer or Designee

FROM: Tien-Tien Chan

PURCHASING POC:

PHONE: 512-974-7939

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure unless the expenditure falls within an exemption listed in Section 252.022.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

The City has selected a vendor for contract award and declares the competitive solicitation procedures in Local Government Code Chapter 252.022 to be exempt for this procurement. This Certificate of Exemption is hereby executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

Please check the criteria listed below that applies to this request:

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.
- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- ☒ A procurement of personal, professional, or planning services
- ☐ Other exemption from Chapter 252.022: \_\_\_\_\_

## 2. Describe this procurement

- What it is for and why it is needed?

*The Mayor's Mobility Challenge was developed as a collaboration between the City and Movability. The Challenge launched as a pilot program in 2014 in an effort to reduce congestion in Austin by working with employers. Since this time, over 60 employers have pledged to participate reaching over 120,000 Austin employees (this does not include City of Austin or several Chambers of Commerce who are also participants).*

*As of September 2018, 49 of the 60 companies have completed the Mobility Challenge and most have begun implementing the 5-year mobility plan that was delivered as a result of this program. The new funding request for this program is focused on implementation, helping companies move forward with their customized mobility plans and building upon the planning work that has been done over the last 4 years.*

*As of July 2018, the implementation report for the employers is:*

Option	Number of Employers who have Implemented	Number of Employers who have Partially Implemented
Flexible work schedules	24	11
Telework/work from home program	20	15
Transit	12	13
MetroWorks (bulk transit pass purchase program)	6	15
Carpool Program	3	25
Vanpool Program	4	24
Walking & Biking Encouragement	10	15
Shuttle	0	16

- Describe the following (as applicable):
  - **For Public Calamity, Public Health and Safety, Unforeseen Damage to Public Machinery or Equipment, or Critical Business Need Exemptions:**
    - Provide description of the event leading to the procurement and a business justification for this purchase.
    - What would be the impact to department operations and the community if this purchase was not made?
    - How and why this vendor was selected?
  - **For Professional, Personal, or Planning Service Exemptions:**
    - Why is the vendor the most qualified to provide the services?

*Movability is the only Transportation Management Association (TMA) in Central Texas. They are dedicated to working hand in hand with employers to improve the region's economic vitality by connecting commuters with mobility options that save time and money.*

*The Movability Board of Directors is comprised of individuals from Capital Metro, the City of Austin's Transportation Department, Capital Area Metropolitan Planning Organization, private individuals and area business leaders. Managed through a contract with the Downtown Austin Alliance, Movability is a 501(c)6 not-for-profit organization which can leverage resources provided through the Alliance and through its Board. Partner members in the organization enable Movability to stay abreast of the evolving landscape of mobility options. Current partner members include: Capital Metro, Austin B-Cycle, Bird Scooters, Waze Carpool, Car2Go, Lyft, and many others. These relationships allow Movability to customize solutions for businesses*



and their individual employees to help reduce congestion in the area. Movability works closely with corporate members to create mobility plans that in turn let them connect their employees with a wide range of mobility options. Members use mobility programs to reach their business goals, including attracting and retaining top talent, reducing facilities costs, and leading in corporate stewardship.

Movability leverages its unique membership program to provide wraparound services and ongoing involvement for Mobility Challenge participant companies. Though not directly funded through the Mobility Challenge program, membership activities add significant value and deepen the relationships that are crucial to successful operation of the Mobility Challenge.

Movability's staff participates in, and are highly regarded at, the international Association for Commuter Transportation (ACT). Locally, the staff participates regularly in the Austin Chamber of Commerce Transportation Committee, the Downtown Austin Urban Mobility Committee, the Regional Transportation Demand Management Coordinating Committee and others. This involvement enables the staff to customize plans and professional services based on national trends and best practices while understanding the local landscape.

- Does this vendor have a history of working with the City? If so, was it on this particular service?

Yes, Movability has been the only vendor awarded this contract since the program's inception. Additionally, the City of Austin was a founding member of the organization and has been consistent in its participation by providing the agency with dedicated technical support by City staff and by serving on the Movability Board of Directors.

- Will this procurement be component of a larger service or phases of service?

No

- Is the vendor a City of Austin local vendor?

Yes

- Does the vendor hold an MWBE certification with the City, a HUB certification with the State of Texas, or any other minority or women owned certifications?

No

- What qualifications, certifications, or specialized training does the vendor have?

Before moving to Austin, executive director Lisa Kay Pfannenstiel was the director of a local transit agency in Wyoming which successfully transformed itself into a public fixed route service in just 4 years. As an Austin development director, her agency increased funding by 40% during her leadership. She established an event center at St. David's Episcopal Church where she grew the department by more than 600% in less than 10 years. Lisa Kay has a BBA in Finance.

Alix Scarborough, Movability's Director of Membership and Professional Services, has been involved in the Mobility Challenge since the program's launch. She works daily with employers across Central Texas to develop and implement mobility programs for their employees. Alix is a trainer in motivational interviewing, a powerful behavior change technique. She has a Bachelor's degree in Urban and Regional Planning from Texas State University and a certificate in Nonprofit Leadership and Management from Austin Community College. She is a recipient of the Association for Commuter Transportation's national 40 Under 40 award.

- What is the impact if a contract is not secured with this particular vendor (loss of project timeline, loss of funding etc.)?

If Movability is not selected for funding, the project would be put on hold. This project is support by the Mayor and he attends the kick-off event each year. Without a contract, baseline data and established relationships will be lost. Additional money and time would be needed to restore the program to its current level.

- What other vendors can provide these services and why are they not the best fit for the contract?

Other consulting firms may be able to deliver similar services – but there are no other non-profits that focus on providing transportation services to local employers. With hiring a private firm, the price would likely be significantly increased, and less value would be provided as integration with TMA's membership activities and



*existing relationship would not be available.*

- **For Other Exceptions from Chapter 252.022:**
  - Explain the circumstances of the procurement.
- **Prices were determined to be reasonable based on the following (select all that apply):**
  - ☐ **Prices are established under a current Cooperative contract.**  
**Notes:** At a minimum, note the contract number, contract title, cooperative entity, and government or entity who created the contract.
  - ☒ **Prices are the same or similar to current City contract.**  
**Notes:** NA 160000099 – Mobility Challenge
  - ☐ **Prices are the same or similar to current contract with another government.**  
**Notes:** At a minimum, note the contract number, title and government that created the contract.
  - ☐ **Prices are on a current and publicly available list price, for the same or similar products, available to all government and commercial customers.**  
**Notes:** At a minimum, note the list price title, source of the list price (catalog and catalog publish date or web address and download date).
  - ☐ **Prices are established by law or regulation.**  
**Notes:** At a minimum, note the legal or regulatory reference that established the prices.
  - ☐ **Other means of determining Price Reasonableness.**  
**Notes:** Describe any other source that was used to establish Price Reasonableness.

\* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

Place holder for department procurement description area
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3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:
- ☒ Scope of Work or Statement of Work (if applicable)
  - ☒ Vendor's proposal/quote (if applicable)
  - ☒ Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule
  - ☒ Professional resumes, certifications, and/or licenses (Professional, Personal or Planning Services Only)
  - ☐ Other supporting documentation
4. Because of the above facts and supporting documentation, the City of Austin exempts this procurement from Local Government Code Chapter 252 and intends to contract with:
- (Vendor Name): Movability for
- (Description of Procurement): Mobility Challenge
5. Check the contract type (one-time or multi-term) and fill in the dollar amount and term as applicable:
- ☐ This is a one-time request for \$ \_\_\_\_\_
- ☒ This is a multi-term contract request for 12 (# months for base term) in the amount of \$ 150,000 with 2 (# of renewal options) for \$ 150,000 each for a total contract amount of \$ 450,000.

Recommended  
Certification

Peggy MacCabe 9/26/2018  
Originator Date

Approved  
Certification

[Signature] 9/27/2018  
Department Director or designee Date

[Signature] 10/2  
Assistant City Manager / General Manager Date  
or designee (procurement requiring Council approval)

Purchasing Office  
Review

[Signature] 11/27/18  
Authorized Purchasing Office Staff Date

Purchasing Office  
Management Review  
(If required due to signature authority level)

\_\_\_\_\_  
Purchasing Officer or designee Date

LISA KAY PFANNENSTIEL  
11605 Gun Powder Court, Austin, TX 78748  
[lisakay@austin.rr.com](mailto:lisakay@austin.rr.com)  
512-775-2765

## PROFILE

Creative and courageous problem-solver with expertise in building programs with both meaning and financial success. Strong communicator and leader capable of developing and implementing systems and procedures that translate large goals into achievable tasks. Able to connect with diverse audiences; my preference is to create, improve, and grow, rather than to maintain the status quo.

## Core qualifications include:

- Able to cultivate long-term relationships with community partners, customers, vendors, peers, and supervisors
- Proven track record of developing new income streams through creative thinking
- Able to make big projects manageable through disciplined project management and teamwork
- Able to successfully plan, organize, prioritize, troubleshoot and multi-task
- Confidence to seek input from others while having the professionalism and integrity to own decisions

## EXPERIENCE

### Director of Special Events, St. David's Episcopal Church January 2008 – Present

- Create opportunities for individuals, nonprofits and local businesses to become familiar with the mission and vision of St. David's through revenue-generating enterprises
- Market and sell facility's event spaces and catering services
- Plan and coordinate logistics, catering, A/V, parking and all related services for contracted catering and event business
- Oversee and manage the daily operation of multiple scheduled events
- Responsible for writing, overseeing and balancing the department's annual budget of \$512,000
- Hire, train, supervise, schedule, and coach front-of-the-house staff and volunteers
- Oversee accounts receivable and accounts payable

## Notable Accomplishments:

Transformed the Hospitality Department from a general-fund supported ministry into a respected enterprise that contributes \$20K+ annually to the general fund.	Established St. David's as a SXSW double music venue, now one of the festival's favorite and most popular music venues.
Developed pricing structure and policies for event spaces, catering and related event items that are reasonable and fair.	Designed and implemented the Commuter Bike Parking Program for downtown workers.



**Development Director, Literacy Austin**

2004 – 2007

Responsible for generating all income streams including:

- Grant writing
- Donor relations
- Direct mail campaigns
- Fundraisers

Notable Accomplishments:

Increased funding by over 40% for Literacy Austin within three years of hire.	Awarded \$108,000 grant by Impact Austin; Literacy Austin's largest grant award in its twenty-four-year history.
Streamlined procedures for implementing BookFest, Literacy Austin's signature event. This resulted in an increase in net proceeds; a decrease in staff and volunteer labor hours; and the creation of a positive event environment for volunteers, staff and participants.	Successfully implemented the first annual Team Scrabble Tournament for Literacy Austin which received the "Most Creative Fundraiser" award from Greenlights. Increased net profit of the event by more than 100% in three years.

**Escrow Officer, DHI Title, Fidelity National Title, NETCO**

2001 – 2004

**Director of Transit, City of Cheyenne, Wyoming**

1995 – 1997

- Established, acquired and managed a \$1 million budget
- Successfully identified and wrote various public and private grants
- Advised governing body, special interest groups, and general public regarding operations and capital needs
- Developed and implemented marketing programs

Notable Accomplishments:

Developed, planned and implemented fixed route transit service for the City.	Awarded the 1997 Transit System of the Year for the State of Wyoming.
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**Operations Supervisor, City of Cheyenne, Wyoming**

1993 – 1995

- Hired, supervised and scheduled team of 36 drivers and 4 dispatchers
- Coordinated vehicle maintenance and inspections
- Researched and analyzed data for in-house and Federal reporting purposes

**EDUCATION**

- Southwest Texas State University, San Marcos TX BBA in Finance

**COMMUNITY SERVICE**

- Nothing Stays the Same; The Story of The Saxon Pub documentary: Producer
- ACC Center for Nonprofit Studies' Community Leadership Council: Member
- Austin Hackney United Sister-City Program: Member
- Association of Fundraising Professionals: Committee Chair
- American Cancer Society's Relay for Life: Hospitality Chairman and Event Chairman
- Regional Transportation Coordination Committee: Board Member

# Alix Scarborough

+1 (512) 586-8981 • alixms@gmail.com • [www.linkedin.com/in/alixscarborough](http://www.linkedin.com/in/alixscarborough)

## SKILLS & QUALIFICATIONS

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Motivational interview trainer and practitioner  
Strong writing, research, facilitation, and public speaking skills

Adobe InDesign and Canva.com  
GIS analysis and cartography

## LEADERSHIP & EXPERIENCE

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**Movability** Austin, TX

**Director, Membership & Professional Services** • *May 2018 – present*

**Membership Program Manager** • *September 2014 – April 2018*

- I developed a new membership program, increasing program revenue by 850% in the first year
- I coordinated the “Transform your Trip” grant pilot, including hiring, training, and managing 17 interns to provide commute help to over 1,300 downtown employees
- I recruit and manage relationships with over 50 member companies to maintain Movability’s position as a resource and trusted asset
- I provide consulting to member companies, including: Survey development and analysis, identifying business goals, strategic planning, creating and tracking metrics, implement pilot programs, and managing, marketing, and conducting employee training activities

**Black + Vernoooy Architecture and Urban Design** Austin, TX

**Planner** • *June 2013 – November 2014*

- I coordinated outreach and advocacy for Reconnect Austin highway redesign campaign, incl.:
  - Developing strategy and tactics to carry out advocacy campaign
  - Presenting to civic groups and City Council
  - Producing reports, promotional materials, and videos
  - Event planning and meeting coordination

**City of San Marcos** San Marcos, TX

**Planning Intern** • *August 2012 – May 2013*

- I wrote and edited sections of the Vision San Marcos Comprehensive Plan
- I coordinated community presentations and developed public-facing materials

**Persona Literary Magazine** San Marcos, TX

**Managing Editor** • *August 2011 – July 2013*

- I led a team to produce an annual literary magazine for over 35,000 students, faculty, and staff
- I expanded Persona’s mission and increased the number of competitive submissions received

## EDUCATION & RECOGNITION

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**Austin Community College** Austin, TX

Certificate in Nonprofit Leadership and Management – May 2018

**Association for Commuter Transportation**

40 Under 40 National Leadership Award – 2017

**Texas State University** San Marcos, TX

Bachelor of Science, Geography-Urban & Regional Planning – May 2013

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**REFERENCES AVAILABLE UPON REQUEST**

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Lynnette Hicks, 512-974-3349	<b>PM Name/Phone</b>	Lynnette Hicks, x43349
<b>Sponsor/User Dept.</b>	Austin Transportation / 2400	<b>Sponsor Name/Phone</b>	Tien-Tien Chan/512-974-7939
<b>Solicitation No</b>	eCapris 127972, Professional Exemption	<b>Project Name</b>	Mobility Challenge
<b>Contract Amount</b>	\$450,000.00	<b>Ad Date (if applicable)</b>	N/A

### Procurement Type

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> AD – CSP                            | <input type="checkbox"/> AD – CM@R             | <input type="checkbox"/> AD – Design Build     |
| <input type="checkbox"/> AD – Design Build Op Maint          | <input type="checkbox"/> AD – JOC              | <input type="checkbox"/> IFB – Construction    |
| <input type="checkbox"/> IFB – IDIQ                          | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List    |
| <input checked="" type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods     | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need              | <input type="checkbox"/> Interlocal Agreement  | <input type="checkbox"/> Ratification          |
| <input type="checkbox"/> Sole Source*                        |  |  |

### Provide Project Description\*\*

Professional services for continued collaboration between the City and Movability in an effort to reduce congestion in Austin by working with employers.

**Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.**

Previous contract approved by Council on 12/17/2015, Contract 2400 NA160000099 - Mobility Challenge.

**List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)**

91896 Transportation Consulting - 100%

Lynnette Hicks

10/9/2018

**Buyer Confirmation**

**Date**

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

### FOR SMBR USE ONLY

<b>Date Received</b>	10/9/2018	<b>Date Assigned to BDC</b>	10/9/2018
<b>In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	



## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs                  |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities    |
| <input type="checkbox"/> Sole Source                               | <input type="checkbox"/> Other                                      |

*If Other was selected, provide reasoning:*

### MBE/WBE/DBE Availability

There are 19 MBEs and 15 WBEs available for this project.

### Subcontracting Opportunities Identified

There is one commodity code and no subcontracting opportunities identified.

Sonya Powell

**SMBR Staff**

*Sonya Powell*

**Signature/ Date**

*10/9/18*

**SMBR Director or Designee**

*[Signature]*

**Date**

*10/19/18*

**Returned to/ Date:**